

3-23-84
12.3.8 v.3

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: That LONE STAR INDUSTRIES, INC., a Delaware corporation ("Seller"), for valuable consideration paid and delivered by OREGON PORTLAND CEMENT COMPANY, a Nevada corporation ("Purchaser"), the receipt of which is heraby acknowledged, does by these presents grant, bargain, sell and convey unto the Purchaser the following described personal property as is, where is, to-wit:

All machinery, equipment, motor vehicles, furniture and other personal property (except railcars owned by Seller) now located at or used in connection with the business located at 3801 E. Marginal Way S. in the City of Seattle, County of King and State of Washington, including any and all merchantable inventories of raw materials (silica sand, limerock, gypsum, etc.), work-in-process (clinker), finished goods (bag and bulk cement), packages and containers (other than sacks with Seller's name, trade-name or trademark imprinted thereon), spare parts (Seller and Purchaser hereby expressly agree that this Bill of Sale shall not be deemed to alter in any way the obligations of the parties with respect to "Surplus Items," as that term and as those obligations are defined and outlined in the Asset Purchase Agreement entered into between Seller and Purchaser's assignor as of January 25, 1984) and fuel (coal and diesel fuel) now located at 3801 E. Marginal Way S. in Seattle, Washington or associated with the business located at that address. Also conveyed herein is all good will associated with the personal property conveyed herein or associated with any other property, personal or real, sold by Seller to Purchaser on even date herewith.

The Seller of the above-described personal property warrants (1) it has good and marketable title to such property, (2) it has good right and full authority to sell the same and (3) it will defend the sale hereby made against all and every person or persons whomsoever, lawfully claiming the same or any part thereof. The Seller further warrants that the property conveyed herein is free and clear of all liens and encumbrances except the liens of taxes not yet due and payable. EXCEPT FOR THE FOREGOING WARRANTIES, SELLER'S WARRANTY THAT THE USE OF THE PROPERTY CONVEYED HEREIN IN THE ORDINARY COURSE OF BUSINESS DOES NOT INFRINGE UPON ANY PATENT AND THE EXPRESS WARRANTIES CONTAINED IN THE ASSET PURCHASE AGREEMENT ENTERED INTO BETWEEN SELLER AND PURCHASER'S ASSIGNOR AS OF JANUARY 25, 1984, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SUCH PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED AT Seattle, Washington, this 23rd day of March 2, 1984.

LONE STAR INDUSTRIES, INC.

By J. J. [Signature]
Its V.P.

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STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 23rd day of March, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John J. Martin, to me known to be the Vice President of LONE STAR INDUSTRIES, INC., the corporation that executed the foregoing instrument, and he acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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James Y. Martin
Notary Public in and for the State
of Washington, residing at *Bellevue*